

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
EFFECTIVE DATE:	12/02/2002		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triplos, Inc.		12/02/2002	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	One North Brentwood		
Internal Address:	Ste. 950		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Association:		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2417103	LEADQUEST	
Registration Number:	1336426	SYBYL	
Registration Number:	1709823	TRIPOS	
Registration Number:	2326541		
Registration Number:	2353550		
Registration Number:	1902530	UNITY	
Registration Number:	2728027	LITHIUM	
Serial Number:	78474583	SARNAVIGATOR	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	314-259-2619		

CH \$215.00 2417103

900021200

TRADEMARK
REEL: 003045 FRAME: 0858

Email: dacrowe@bryancave.com
Correspondent Name: Daniel A. Crowe
Address Line 1: 211 North Broadway
Address Line 2: Ste. 3600
Address Line 4: St. Louis, MISSOURI 63102

NAME OF SUBMITTER:

Daniel A. Crowe

Signature:

/Daniel A. Crowe/

Date:

03/14/2005

Total Attachments: 4

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**AMENDED AND RESTATED
GRANT OF SECURITY INTEREST IN TRADEMARKS**

WHEREAS, TRIPOS, Inc., a Utah Corporation having a principal place of business at 1699 S. Hanley Road, St. Louis, MO 63144 ("GRANTOR") is the owner of all right, title and interest in, to and under the trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, designs, symbols, marks, emblems, and/or other sources of origin and/or business identifiers, set forth on Schedule C attached hereto, and/or any and all variations or modifications thereof, in the United States and/or any country in the world and as set forth in the Amended and Restated Intellectual Property Security Agreement, dated as of December 2, 2002, by and between GRANTOR and LASALLE BANK NATIONAL ASSOCIATION (f/k/a LaSalle National Bank, "GRANTEE") (as may be amended in writing from time to time by the parties thereto, the "IP Security Agreement") (the "Trademarks");

WHEREAS, GRANTOR and GRANTEE are parties to that certain Grant of Security Interest in Trademarks dated as of April 30, 1999 ("Prior Trademark Security Agreement"), and recorded with the United States Patent and Trademark Office in Reel/Frame 001906/0600;

WHEREAS, GRANTOR and GRANTEE have agreed to amend and restate the Prior Trademark Security Agreement on the terms and conditions provided in the IP Security Agreement; and

WHEREAS, in accordance with the IP Security Agreement, GRANTOR agrees to assign and grant to GRANTEE a first priority security interest in, and lien upon, all of GRANTOR's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the IP Security Agreement, GRANTOR hereby assigns and grants to GRANTEE a first priority security interest in, and a lien upon, all of GRANTOR's worldwide right, title and interest in, to and under the Trademarks including, but not limited to, all applications and registrations therefor, all treaty, convention, and common law rights, whether registered or unregistered, any and all goodwill associated therewith, now existing or hereafter acquired, and any and all applications for registration, registrations, recordations, renewals, and/or extensions thereof and/or related thereto, issued by and/or filed with any federal, national, state or local governmental authority or agency of any state, country, or governmental authority, any and all of the goodwill of the business with which the Trademarks are associated, and the right to sue for any past, present and future infringements, misappropriation or dilution of any of said rights and/or property, and to enforce any rights and file any causes of action related thereto (either in law or equity), and to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto

(including, but not limited to, all Proceeds as such term is defined in the IP Security Agreement).

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the IP Security Agreement) of GRANTOR and shall be effective as of the date of the IP Security Agreement.

This GRANT OF SECURITY INTEREST has been granted in conjunction with the security interest granted to GRANTEE under the IP Security Agreement. The rights and remedies of GRANTEE with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the IP Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the IP Security Agreement, the provisions of the IP Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed and made this Grant of Security Interest effective as of the 2ND day of December, 2002.

GRANTOR:

TRIPOS, INC.

a Utah Corporation

By: 

Name: B. James Rubin

Title: Senior Vice President and Chief Financial Officer

GRANTEE:

LASALLE BANK NATIONAL ASSOCIATION


By: 

Name: Tom Harmon

Title: Vice President

STATE OF Missouri)
) ss.
CITY OF St. Louis)

The foregoing instrument was acknowledged before me this 2nd day of December, 2002, by B. James Rubin, the Senior Vice President and Chief Financial Officer of TRIPOS, INC., a Utah corporation, on behalf of said company.



HILDA ANN HILTON Notary Public
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
Name: _____
My Commission Expires: May 29, 2006

(typed, printed or stamped)

[SEAL]

My appointment expires: _____

STATE OF Missouri)
) ss.
CITY OF St. Louis)

The foregoing instrument was acknowledged before me this 2nd day of December, 2002, by Tom Harmon, the Vice President of LASALLE BANK NATIONAL ASSOCIATION, on behalf of said bank.



HILDA ANN HILTON Notary Public
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
Name: _____
My Commission Expires: May 29, 2006

(typed, printed or stamped)

[SEAL]

My appointment expires: _____

EXHIBIT C

TRADEMARKS / SERVICE MARKS

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS	
<u>MARK</u>	<u>REG. NO. or SER. NO.</u>
LEADQUEST	2,417,103
SYBYL	1,336,426
TRIPOS	1,709,823
TRIPOS DESIGN	2,326,541
TRIPOS DESIGN	2,353,550
UNITY	1,902,530
LITHIUM	2,728,027
SARNAVIGATOR	78/474,583